

## Amendment 336 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 336 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 13<sup>th</sup> day of MAY, 2015, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to update certain content on the Cardholder Website (CHW) as described below and in further detail in Change Request CR-11690 MWU 2015-05 v4.0 which incorporates the requirements document SEA-09867 v3.0 as approved by the Agencies on May 4, 2015.

## Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and the following:

### **Section 1.0 Description of Work**

The Contractor will perform the work necessary to implement content modifications to the ORCA CHW as directed by the Agencies per the requirements documented in Change Request CR-11690 *MWU 2015 – 05 v 4.0* incorporating requirements document SEA-09867.

#### 1.1 The Contractor will modify the CHW “ORCA options page”:

[https://www.orcocard.com/ERG-Seattle/p3\\_002st.do?m=30](https://www.orcocard.com/ERG-Seattle/p3_002st.do?m=30) and  
[https://www.orcocard.com/ERG-Seattle/p3\\_002stad.do?m=60](https://www.orcocard.com/ERG-Seattle/p3_002stad.do?m=60) as follows:

- (a) Insert a new subheading above “**Staying close to home**” entitled “**Visiting the region**”
- (b) Insert the following text underneath the new subheading “A regional day pass lets visitors travel easily throughout the region. Good for unlimited rides from first use through the service day on participating agencies’ service when loaded on an ORCA card.”
- (c) In the last sentence change “companion fare” to “group fare”.

#### 1.2 The Contractor will modify the CHW “ORCA options page”:

<https://www.orcocard.com/ERG-Seattle/usingORCA.do?m=38> as follows:

- (a) Below the subheading “**On a ferry.**” insert the following new text “**On a streetcar:** Tap on a station platform reader before you board.”

#### 1.3 The Contractor will modify the CHW “Buy New Pass or Product” page:

[https://www.orcocard.com/ERG-Seattle/p7\\_025.do?m=6&sn=11565207](https://www.orcocard.com/ERG-Seattle/p7_025.do?m=6&sn=11565207) as follows:

- (a) Revise second radio button text to read “Add a Regional Monthly PugetPass or Regional Day Pass, valid for all agencies except Washington State Ferries.”

#### 1.4 The Contractor will modify the CHW “Buy New Pass or Product” page:

[https://www.orcocard.com/ERG-Seattle/p4\\_006a.do](https://www.orcocard.com/ERG-Seattle/p4_006a.do) and

[https://www.orcocard.com/ERG-Seattle/p7\\_005.do](https://www.orcocard.com/ERG-Seattle/p7_005.do) as follows:

- (a) Revise third radio button text to read “Add a Regional Monthly PugetPass or Regional Day Pass, valid for all agencies except Washington State Ferries.”

1.5 The Contractor will modify the CHW "Registered card" [https://www.orcacard.com/ERG-Seattle/p7\\_025.do](https://www.orcacard.com/ERG-Seattle/p7_025.do) and "Unregistered card" [https://www.orcacard.com/ERG-Seattle/p4\\_014.do](https://www.orcacard.com/ERG-Seattle/p4_014.do) pages as follows:

(a) Add the following new bullet to the information list where the following icon  is displayed :

- A regional day pass is valid for unlimited rides starting at first use through 3 a.m. the next day. Additional fare is required for one-way fares above \$3.50 (adult) or \$1.75 (senior/disabled). The regional day pass is not valid on King County Metro Access.

1.6 The Contractor will modify the CHW "ORCA Options" page:  
[https://www.orcacard.com/ERG-Seattle/p3\\_001.do?m=3](https://www.orcacard.com/ERG-Seattle/p3_001.do?m=3) as follows:

(a) Below the text "→ A regional pass, like a monthly PugetPass." insert the following new text "→ A regional day pass. Good for unlimited rides starting at first use through 3 a.m. the next day. Additional fare is required for one-way fares above \$3.50 (adult) or \$1.75 (senior/disabled)."

## Section 2.0 Schedule:

2.1 The work described in Section 1.0 will be completed no later than May 29, 2015.

## Section 3.0 Compensation Changes

3.1 In the interests of progressing the Work given the schedule constraints, the Agencies agree to pay the amount of \$6508 as noted in this Amendment, but only on a non-precedential basis as to payment for similar Work in the future. Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

LUMP SUM COST
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The Contractor will perform the work necessary to update the CHW as directed by the Agencies. <b>TOTAL</b>	\$6508
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## Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and thirty-six shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: D. H. IL  
Its: General Manager  
Date: 5/11/15

The Agencies

By: Cheryl Gentry  
Their: ORCB Operations Manager  
On behalf of the Agencies  
Date: 5/13/15